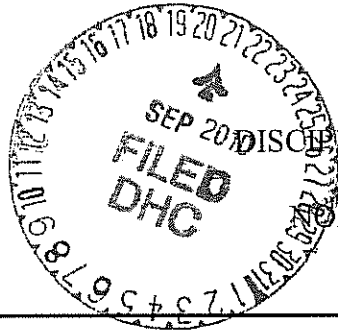


NORTH CAROLINA  
WAKE COUNTY



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
10 DHC 33

THE NORTH CAROLINA STATE BAR,  
Plaintiff

v.

ERIC A. RICHARDSON, Attorney,  
Defendant

COMPLAINT

The plaintiff, complaining of the defendant, alleges and says:

1. The plaintiff, the North Carolina State Bar, is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina, and the Rules and Regulations of the North Carolina State Bar promulgated thereunder.

2. The defendant, Eric A. Richardson (hereinafter "Richardson"), was admitted to the North Carolina State Bar on August 24, 1996 and is, and was at all times referred to herein, an Attorney at Law licensed to practice in North Carolina, subject to the rules, regulations, and Rules of Professional Conduct of the North Carolina State Bar and the laws of the State of North Carolina.

Upon information and belief, the plaintiff alleges:

3. Richardson was hired as an associate attorney by Ivey, McClellan, Gatton & Talcott, L.L.P. (hereinafter "the Ivey firm") in September of 1996 and, on January 1, 2002, Richardson became a junior partner in the Ivey firm.

4. Richardson entered into a written Junior Partner Agreement (hereinafter "Agreement") with the Ivey firm on or about January 1, 2002. That Agreement provided, in pertinent part, as follows: "Richardson shall work full time for the firm and shall not engage in any other business for profit unless specifically agreed to by IMG&T." The Agreement further provided that, "This Agreement may be amended only in writing, signed by both parties hereto." The Agreement remained in effect and was not amended.

5. The Agreement also provided that, "By mutual agreement of the parties hereto, this Agreement may be renewed from time to time but in no event shall any renewal extend beyond December 31 for any year for which such Agreement is renewed." By their action and

inaction, Richardson and the Ivey firm renewed the Agreement from year to year until Richardson terminated the Agreement as hereinafter alleged.

6. As a member of the Ivey firm, Richardson had a fiduciary and ethical obligation to ensure that all clients that he was representing were entered into the Ivey firm's client intake system to track fee arrangements, receipts and expenses and to prevent any lawyer in the Ivey firm from engaging in a conflict of interest.

7. On August 17, 2007, while the Agreement was in full force and effect, Richardson gave oral notice of his impending resignation from the Ivey firm. On August 17, 2007, no date was established by Richardson or the Ivey firm for Richardson's withdrawal from the Ivey firm. Subsequently, Richardson announced that September 10, 2007, was his last date as a partner with the Ivey firm.

8. Between January 15, 2007 and September 10, 2007, Richardson represented, either individually or in association with one or more firms other than the Ivey firm, *at least* twenty-one clients in addition to the ones he had entered into the Ivey firm's intake system that Richardson concealed from or failed to disclose to the Ivey firm (hereinafter "unrevealed cases").

9. Richardson provided legal services for the clients in the unrevealed cases during regular work hours that Richardson should have dedicated to the clients of the Ivey firm.

10. Richardson used the Ivey firm's resources in representing the clients in the unrevealed cases.

11. Richardson received in excess of \$100,000 in fees from the unrevealed cases that Richardson should have paid directly to the Ivey law firm as a partner and a full time employee of that firm.

12. Richardson did not remit any of the fees that he received from the unrevealed cases to the Ivey firm although those fees rightfully belonged to the Ivey firm.

13. Richardson appropriated in excess of \$100,000 in fees that rightfully belonged to the Ivey firm to his own use.

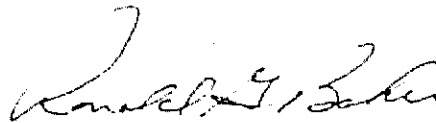
THEREFORE, the plaintiff alleges that the defendant's foregoing actions constitute grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(2) in that the defendant violated the Rules of Professional Conduct as follows:

- (a) By concealing from the Ivey firm the existence of the clients he represented in the unrevealed cases while employed at the Ivey firm when he had a fiduciary and ethical obligation to do so, Richardson engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c);

- (b) By using time and resources that he should have expended on the clients of the Ivey firm while representing the clients in the unrevealed cases, Richardson engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c); and
- (c) By appropriating to his own use in excess of \$100,000 in fees that rightfully belonged to the Ivey firm that he received for his representation of clients in the unrevealed cases that were earned while he was employed at the Ivey firm, Richardson committed criminal acts that reflect adversely on his honesty, trustworthiness, or fitness as a lawyer in violation of Rule 8.4(b) and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Revised Rule 8.4(c).

WHEREFORE, the plaintiff prays that disciplinary action be taken against the defendant in accordance with NCGS Sec. 84-28(a) and 27 N.C. Admin. Code, Chapter 1, Subchapter B, § .0114, the Rules and Regulations of the North Carolina State Bar, as the evidence on hearing may warrant, that the defendant be taxed with all administrative fees and with actual costs permitted by law in connection with this proceeding, and for such other and further relief as is appropriate.

This the 21<sup>st</sup> day of September 2010.



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Ronald G. Baker, Sr., Chair  
Grievance Committee



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